

Washington Tax/Billing  
SCHEDULES FOR MASTER AGREEMENT FOR LICENSED  
SOFTWARE, HARDWARE AND SERVICES

88 PTBM02

3

The attached Schedules Numbered IN2003.015.01Chng#1 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.015 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
<b>MANATRON, INC.</b> 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	<b>WASHINGTON COUNTY, INDIANA</b> 99 Public Square Salem, Indiana 47167 ("Customer")
Attention: <u>Vicky Mergen, Contract Administration</u>	Attention: <u>Lana Sullivan</u>
Telephone No.: <u>(800) 666-5300 x 197</u>	Telephone No.: <u>(812) 883-4805</u>
Fax No.: <u>(269) 567-2930</u>	Fax No.: _____
E-mail Address: <u>vicky.mergen@manatron.com</u>	E-mail Address: _____

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

By: [Signature]  
(Signature)

Its: Director of Contracts  
(Title)

Date: May 10, 2005

Witnessed: Matthew Henry

By: Matthew Henry

WASHINGTON COUNTY, INDIANA

By: [Signature]  
(Signature)

Its: Pres Bd of Commissioners  
(Title)

Date: 5-2-05

By: [Signature]  
(Signature)

Its: Commissioner  
(Title)

Date: 5-2-05

By: [Signature]  
(Signature)

Its: Commissioner  
(Title)

Date: 5-2-05

Witnessed: Lana Sullivan, Auditor

Date: 5-2-05

SIGNATURE PAGE

Master No. IN2003.015

Date: March 28, 2005

**MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR WASHINGTON COUNTY, INDIANA**

Schedule No. IN2003.015.01Chng#1 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.015 between Manatron, Inc. and the undersigned Customer (the "Agreement").

HARDWARE MAINTENANCE SERVICES			
ITEMS TO BE DELETED			
SSI Switch 3300 24pt RJ45 10/100 Managed	3C16980A-US*	\$ (420.00)	Auditor
ITEMS TO BE ADDED			
SSI Switch 3300 24pt RJ45 10/100 Managed	All support calls placed to Manatron for this item will be provided on a per call basis at the then current rate plus travel, meals, and expenses.		Auditor
Total Hardware Maintenance Fees:		\$	(420.00)

\* Price includes on-site maintenance support provided five (5) days a week, nine (9) hours a day.

**HARDWARE MAINTENANCE:** Manatron will be the primary interface through direct communications with vendors, manufacturers and service providers of the Hardware. As part of first-level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Hardware, Manatron shall contact the appropriate service to provide for the Hardware and to provide assistance in connection with the resolution of the error or problem.

**HARDWARE MAINTENANCE PAYMENT TERMS:** Hardware Maintenance Services shall be invoiced annually, in advance, commencing on the first day of the month next following the date of Hardware installation or the commencement of Hardware Maintenance Services; whichever is earlier. If Manatron utilizes a third-party equipment maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Hardware maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, no more than once every twelve (12) month period under this Agreement.

**CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE.**

**DELAYED BILLING FEES:** If Customer is billed on a monthly basis for Hardware Maintenance Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Hardware Maintenance Fees or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

SOFTWARE SUPPORT SERVICES			
Software Product	Model Number	Annual Price	Office
ITEMS TO BE DELETED			
Microsoft Windows 2003 Additional Clients	WINDOWS-S	\$ (2,880.00)	Auditor
PCAnywhere (host Only)	PCANYWHERE-S	Included	Auditor
Microsoft SQL 2003 Additional Clients	MSSQL-S	\$ (3,720.00)	Auditor
Crystal Reports (runtime)	CRYSTALRUNTIME-S	\$ (960.00)	Auditor
ITEMS TO BE ADDED			
Support for all items listed above.	All support calls placed to Manatron for this item will be provided on a per call basis at the then current rate plus travel, meals, and expenses.		Auditor
Total Software Support Services Fees:		\$	(7,560.00)

**SOFTWARE SUPPORT PAYMENT TERMS:** Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

**CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.**

**THIRD-PARTY SOFTWARE SUPPORT:** Company will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Company shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Company to be related to the Third-Party Software, Company shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

**TERM OF SUPPORT SERVICES SCHEDULE:** Support Services shall commence on the first of the month next following Installation and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

**DELAYED BILLING FEES:** If Customer is billed on a monthly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Master No. IN2003.015

Date: March 28, 2005

**SUMMARY SCHEDULE FOR WASHINGTON COUNTY, INDIANA**

<b>ONE TIME FEES</b>	
<b>DESCRIPTION</b>	<b>Total Price</b>
HARDWARE	\$ -
THIRD-PARTY SOFTWARE	\$ -
SOFTWARE	\$ -
PROFESSIONAL SERVICES (Billed as Used)	\$ -
CONSULTATION/TRAINING SERVICES	\$ -
TOTAL CONVERSION SOFTWARE FEES	\$ -
<b>Total One Time Fees - Plus Freight:</b>	<b>\$ -</b>

<b>ONGOING FEES</b>	
<b>DESCRIPTION</b>	<b>Total Price</b>
HARDWARE MAINTENANCE SERVICES	\$ (420.00)
SOFTWARE SUPPORT SERVICES	\$ (7,560.00)
<b>Total Ongoing Fees:</b>	<b>\$ (7,980.00)</b>

Master No. IN2003.015

Date: March 28, 2005